

OCT 14 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION  
RICHMOND LEASING COMPANY  
700 West Loop South  
Suite 1500  
Houston, Texas 77027

No. 0-288A096

Date OCT 14 1980

Fee \$ 30.00 OCT 14 1980 - 1 45 PM

ICC Washington

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Gentlemen:

INTERSTATE COMMERCE COMMISSION

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation a First Amendment to Equipment Trust Agreement, a First Amendment to Assignments and a Reassignment relating to railroad cars used or intended for use in connection with interstate commerce as follows:

1. Three (3) executed counterparts of a First Amendment to Equipment Trust Agreement, dated as of September 15, 1980, between Mercantile National Bank at Dallas, Trustee and Richmond Leasing Company;
2. Three (3) executed counterparts of a First Amendment to Assignments, dated as of September 15, 1980, between Mercantile National Bank at Dallas, Trustee and Richmond Leasing Company; and
3. Three (3) executed counterparts of a Reassignment, dated as of September 15, 1980, between Mercantile National Bank at Dallas, Trustee (Assignor) and Mercantile National Bank at Dallas (Assignee), Trustee under an Equipment Trust Agreement, (Series 15) dated as of September 15, 1980, between Mercantile National Bank at Dallas and Richmond Leasing Company.

The address of Richmond Leasing Company is 1700 West Loop South, Houston, Texas 77027, and the address of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201.

Enclosed is a check to cover the recordation fee.

The Amendment to Equipment Trust Agreement, Amendment to Assignments and Reassignment have been executed in connection with an Equipment Trust Agreement dated as of January 19, 1977, and filed with the Interstate Commerce Commission on January 21, 1977, and which has been assigned the following recordation number: 8665.

RECORDATION NO. 8665-0 Filed 1425

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INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8665-1 Filed 1425

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INTERSTATE COMMERCE COMMISSION

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RECORDATION NO. 8665-2 Filed 1425

OCT 14 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED  
OCT 14 1 40 PM '80  
FEE OPERATIONS  
OCT 14 1 40 PM '80

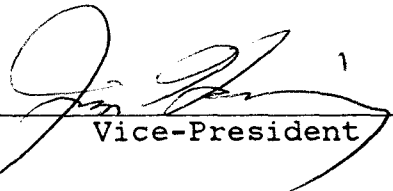
Secretary  
Interstate Commerce Commission  
October 14, 1980  
Page 2

You are hereby authorized to deliver one executed copy of the Amendment to Equipment Trust Agreement and Amendment to Assignments with filing data noted thereon, following recordation, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and said enclosures to you.

Very truly yours,

RICHMOND LEASING COMPANY

By

  
Vice-President

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**10/14/80**

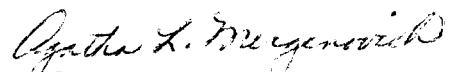
**OFFICE OF THE SECRETARY**

**Jim Herring**  
**Richmond Leasing Company**  
**1700 West Loop South**  
**Suite 1500**  
**Houston, Texas 77027**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **10/14/80** at \_\_\_\_\_, and assigned re-recording number(s). **8665-O, 8665-P, 8665-Q & 12298, 12298-A, 12298-B**

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. *8665-0* Filed 14<sup>th</sup>

OCT 14 1980 -1 45 PM

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INTERSTATE COMMERCE COMMISSION

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RICHMOND LEASING COMPANY

EQUIPMENT TRUST

Series 10

FIRST AMENDMENT TO  
EQUIPMENT TRUST AGREEMENT

Dated as of September 15, 1980

Between

MERCANTILE NATIONAL BANK AT DALLAS,

Trustee

and

RICHMOND LEASING COMPANY

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**FIRST AMENDMENT TO  
EQUIPMENT TRUST AGREEMENT**

**FIRST AMENDMENT TO EQUIPMENT TRUST AGREEMENT**

dated as of September 15, 1980 (herein called this "First Amendment"), to the Equipment Trust Agreement dated as of January 19, 1977 (herein called the "Trust Agreement"), between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States, as Trustee (herein, in such capacity, called the "Trustee"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company").

**Preliminary Statement**

The Trust Agreement was filed with the Interstate Commerce Commission on January 21, 1977, under Recordation No. 8665.

The Company is entering into a Purchase Agreement dated as of September 15, 1980 (herein called the "Series 15 Purchase Agreement") among the Company, the Trustee, as Interim Purchaser, and the Long-Term Purchaser, as Long-Term Purchaser, pursuant to which the Company will cause the sale of its 12-1/2% Equipment Trust Certificates due June 30, 1993 (Series 15) (herein called the "Series 15 Trust Certificates"), in an aggregate principal amount not exceeding \$10,000,000. The Series 15 Trust Certificates

are to be issued pursuant to, and entitled to the benefits and security of, an Equipment Trust Agreement dated as of September 15, 1980 (herein called the "Series 15 Trust Agreement") between the Trustee, as Trustee thereunder (herein, in such capacity, called the "Series 15 Trustee"), and the Company.

In order to secure the payment by the Company of all amounts due or to become due under the Series 15 Trust Certificates and the Series 15 Trust Agreement and to induce the Long-Term Purchaser to enter into the Series 15 Purchase Agreement and to purchase the Series 15 Trust Certificates as therein provided, the parties desire to amend the Trust Agreement as herein provided.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Trust Agreement is hereby amended as follows:

(a) Section 5.05 of the Trust Agreement is amended to read as follows:

Section 5.05. Termination of Lease. At the termination of the lease provided herein and after all payments due or to become due from the Company hereunder shall have been completed and fully made to the Trustee (1) any monies remaining in the hands of the Trustee after providing for payment in full of all the outstanding Trust Certificates

and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid back to the Company; (2) subject the provisions of Section 7.08 hereof and similar provisions of any other Collateral Deficiency Agreement, title to all the Trust Equipment shall be conveyed by the Trustee to the trustee under the Richmond Leasing Company Equipment Trust, Series 15, established by the Company pursuant to an Equipment Trust Agreement dated as of September 15, 1980 between the Trustee, as trustee thereunder, and the Company; and (3) the Trustee shall execute for recordation in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by said trustee in order to make clear upon public records said trustee's title to all the Trust Equipment under the laws of any jurisdiction; provided, however, that until that time title to the Trust Equipment shall not pass to or vest in the Company or said trustee, but title to and ownership of all the Trust Equipment shall be and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

2. The Long-Term Purchaser consents to the within amendment of the Trust Agreement.

3. The Trust Agreement, as hereby amended, remains in full force and effect mutatis mutandis.

4. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

5. Terms used in this First Amendment, unless otherwise defined herein or unless the context otherwise requires, shall have the respective meanings ascribed to them in the Trust Agreement.

6. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement

and all Exhibits thereo shall be construed to mean the Trust Agreement as amended by this First Amendment.

7. This First Amendment shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas, including all matters of construction, validity and performance.

8. This First Amendment may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this First Amendment. This First Amendment may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. It shall not be necessary in making proof of this First Amendment to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA

*mfg* By *John M. Baldwin*  
JOHN M. BALDWIN Assistant Vice President

By *Martin [illegible]*  
Martin [illegible] SENIOR VICE PRESIDENT  
4



[Corporate Seal]

Attest:

MERCANTILE NATIONAL BANK AT  
DALLAS, Trustee

By \_\_\_\_\_  
Trust Officer

\_\_\_\_\_  
[Corporate Seal]

Attest:

RICHMOND LEASING COMPANY

By \_\_\_\_\_  
President

THE STATE OF NEW YORK §  
COUNTY OF NEW YORK §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN M. BALDWIN, <sup>Assistant Vice President</sup> of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>th</sup> day of October, 1980.

[SEAL]

Byron K. Burnett  
NOTARY PUBLIC IN AND FOR  
NEW YORK COUNTY, NEW YORK

BYRON K. BURNETT  
NOTARY PUBLIC, State of New York  
No. 31-4639439  
Qualified in New York County  
Commission Expires March 30, 1982

THE STATE OF NEW YORK §  
COUNTY OF NEW YORK §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Martin Cleary, <sup>SENIOR VICE PRESIDENT</sup> of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>th</sup> day of October, 1980.

[SEAL]

Byron K. Burnett  
NOTARY PUBLIC IN AND FOR  
NEW YORK COUNTY, NEW YORK

BYRON K. BURNETT  
NOTARY PUBLIC, State of New York  
No. 31-4639439  
Qualified in New York County  
Commission Expires March 30, 1982

THE STATE OF TEXAS     §

COUNTY   OF   DALLAS     §

BEFORE ME, the undersigned authority, on this day before me personally appeared \_\_\_\_\_ to me personally known who being by me duly sworn says that he is a \_\_\_\_\_ of MERCANTILE NATIONAL BANK AT DALLAS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this     th  
day of             , 1980.

\_\_\_\_\_  
Notary Public in and for  
Dallas County, T E X A S

STATE OF TEXAS     §

COUNTY   OF   HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM WALTON, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of RICHMOND LEASING COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this     th  
day of             , 1980.

\_\_\_\_\_  
Notary Public in and for  
Harris County, T E X A S

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RICHMOND LEASING COMPANY

EQUIPMENT TRUST

Series 10

FIRST AMENDMENT TO  
EQUIPMENT TRUST AGREEMENT

Dated as of September 15, 1980

Between

MERCANTILE NATIONAL BANK AT DALLAS,

Trustee

and

RICHMOND LEASING COMPANY

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**FIRST AMENDMENT TO  
EQUIPMENT TRUST AGREEMENT**

**FIRST AMENDMENT TO EQUIPMENT TRUST AGREEMENT**

dated as of September 15, 1980 (herein called this "First Amendment"), to the Equipment Trust Agreement dated as of January 19, 1977 (herein called the "Trust Agreement"), between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States, as Trustee (herein, in such capacity, called the "Trustee"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company").

**Preliminary Statement**

The Trust Agreement was filed with the Interstate Commerce Commission on January 21, 1977, under Recordation No. 8665.

The Company is entering into a Purchase Agreement dated as of September 15, 1980 (herein called the "Series 15 Purchase Agreement") among the Company, the Trustee, as Interim Purchaser, and the Long-Term Purchaser, as Long-Term Purchaser, pursuant to which the Company will cause the sale of its 12-1/2% Equipment Trust Certificates due June 30, 1993 (Series 15) (herein called the "Series 15 Trust Certificates"), in an aggregate principal amount not exceeding \$10,000,000. The Series 15 Trust Certificates

are to be issued pursuant to, and entitled to the benefits and security of, an Equipment Trust Agreement dated as of September 15, 1980 (herein called the "Series 15 Trust Agreement") between the Trustee, as Trustee thereunder (herein, in such capacity, called the "Series 15 Trustee"), and the Company.

In order to secure the payment by the Company of all amounts due or to become due under the Series 15 Trust Certificates and the Series 15 Trust Agreement and to induce the Long-Term Purchaser to enter into the Series 15 Purchase Agreement and to purchase the Series 15 Trust Certificates as therein provided, the parties desire to amend the Trust Agreement as herein provided.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Trust Agreement is hereby amended as follows:

(a) Section 5.05 of the Trust Agreement is amended to read as follows:

Section 5.05. Termination of Lease. At the termination of the lease provided herein and after all payments due or to become due from the Company hereunder shall have been completed and fully made to the Trustee (1) any monies remaining in the hands of the Trustee after providing for payment in full of all the outstanding Trust Certificates

and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid back to the Company; (2) subject the provisions of Section 7.08 hereof and similar provisions of any other Collateral Deficiency Agreement, title to all the Trust Equipment shall be conveyed by the Trustee to the trustee under the Richmond Leasing Company Equipment Trust, Series 15, established by the Company pursuant to an Equipment Trust Agreement dated as of September 15, 1980 between the Trustee, as trustee thereunder, and the Company; and (3) the Trustee shall execute for recordation in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by said trustee in order to make clear upon public records said trustee's title to all the Trust Equipment under the laws of any jurisdiction; provided, however, that until that time title to the Trust Equipment shall not pass to or vest in the Company or said trustee, but title to and ownership of all the Trust Equipment shall be and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

2. The Long-Term Purchaser consents to the within amendment of the Trust Agreement.

3. The Trust Agreement, as hereby amended, remains in full force and effect mutatis mutandis.

4. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

5. Terms used in this First Amendment, unless otherwise defined herein or unless the context otherwise requires, shall have the respective meanings ascribed to them in the Trust Agreement.

6. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement

and all Exhibits thereof shall be construed to mean the Trust Agreement as amended by this First Amendment.

7. This First Amendment shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas, including all matters of construction, validity and performance.

8. This First Amendment may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this First Amendment. This First Amendment may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. It shall not be necessary in making proof of this First Amendment to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA

By \_\_\_\_\_

By \_\_\_\_\_



[Corporate Seal]

Attest:

*J. Allen*

MERCANTILE NATIONAL BANK AT  
DALLAS, Trustee

By *Samuel H. Riggs*  
Trust Officer

[Corporate Seal]

Attest:

\_\_\_\_\_

RICHMOND LEASING COMPANY

By \_\_\_\_\_  
President

THE STATE OF TEXAS     §

COUNTY   OF   DALLAS     §

BEFORE ME, the undersigned authority, on this day before me personally appeared Lonnie S. Riggs to me personally known who being by me duly sworn says that he is a VP & Trust Officer of MERCANTILE NATIONAL BANK AT DALLAS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of Oct, 1980.

Pamela J. Martin  
Notary Public in and for  
Dallas County, T E X A S

STATE OF TEXAS     §

COUNTY   OF   HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM WALTON, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of RICHMOND LEASING COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this     th day of     , 1980.

\_\_\_\_\_  
Notary Public in and for  
Harris County, T E X A S

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RICHMOND LEASING COMPANY

EQUIPMENT TRUST

Series 10

FIRST AMENDMENT TO

EQUIPMENT TRUST AGREEMENT

Dated as of September 15, 1980

Between

MERCANTILE NATIONAL BANK AT DALLAS,

Trustee

and

RICHMOND LEASING COMPANY

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and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid back to the Company; (2) subject the provisions of Section 7.08 hereof and similar provisions of any other Collateral Deficiency Agreement, title to all the Trust Equipment shall be conveyed by the Trustee to the trustee under the Richmond Leasing Company Equipment Trust, Series 15, established by the Company pursuant to an Equipment Trust Agreement dated as of September 15, 1980 between the Trustee, as trustee thereunder, and the Company; and (3) the Trustee shall execute for recordation in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by said trustee in order to make clear upon public records said trustee's title to all the Trust Equipment under the laws of any jurisdiction; provided, however, that until that time title to the Trust Equipment shall not pass to or vest in the Company or said trustee, but title to and ownership of all the Trust Equipment shall be and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

2. The Long-Term Purchaser consents to the within amendment of the Trust Agreement.

3. The Trust Agreement, as hereby amended, remains in full force and effect mutatis mutandis.

4. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

5. Terms used in this First Amendment, unless otherwise defined herein or unless the context otherwise requires, shall have the respective meanings ascribed to them in the Trust Agreement.

6. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement

and all Exhibits thereo shall be construed to mean the Trust Agreement as amended by this First Amendment.

7. This First Amendment shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas, including all matters of construction, validity and performance.

8. This First Amendment may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this First Amendment. This First Amendment may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. It shall not be necessary in making proof of this First Amendment to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA

By\_\_\_\_\_

By\_\_\_\_\_

[Corporate Seal]

Attest:

MERCANTILE NATIONAL BANK AT  
DALLAS, Trustee

By \_\_\_\_\_  
Trust Officer

\_\_\_\_\_  
[Corporate Seal]

Attest:



RICHMOND LEASING COMPANY

By  \_\_\_\_\_  
Vice President

THE STATE OF NEW YORK       §  
                                     §  
COUNTY OF NEW YORK       §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 1980.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
NEW YORK COUNTY, NEW YORK

THE STATE OF NEW YORK       §  
                                     §  
COUNTY OF NEW YORK       §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 1980.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
NEW YORK COUNTY, NEW YORK

THE STATE OF TEXAS     §

COUNTY OF DALLAS     §

BEFORE ME, the undersigned authority, on this day before me personally appeared \_\_\_\_\_ to me personally known who being by me duly sworn says that he is a \_\_\_\_\_ of MERCANTILE NATIONAL BANK AT DALLAS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this     th  
day of             , 1980.

\_\_\_\_\_  
Notary Public in and for  
Dallas County, T E X A S

THE STATE OF TEXAS     §  
                                   §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jim Herring, Vice President of RICHMOND LEASING COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of RICHMOND LEASING COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10th day  
of October, 1980.

[SEAL]

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS